

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

**BUILDING CONSTRUCTION INSPECTOR
(OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

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Department of Industrial Relations

JUL 16 1999

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT

between

SMITH-EMERY COMPANY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 12

1998 - 2001

This Agreement is made and entered into this 1st day of June, 1998, by and between Smith-Emery Company (hereinafter referred to as the "Employer"), and the International Union of Operating Engineers, Local Union No. 12 and its subdivisions, affiliated with the AFL-CIO, (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the Employer is engaged in Construction Inspection in Southern California; and

WHEREAS, the Employer may continue to employ Building Inspectors, herein referred to as Workmen or Employees; and

WHEREAS, it is the desire of the parties to establish a fair and competitive pay scale, fair and equitable working conditions, in a Southern California marketplace while allowing the Employer to compete with the growing non-union inspection market; and

WHEREAS, it is the intention of the parties to now make an all-out attempt to recapture the work covered by previous Agreements which has now been severely eroded by non-union inspection firms; and

WHEREAS, the Union recognizes the fact that the Employer's clientele consists primarily of architects, structural engineers, developers, financial institutions, entertainment institutions, insurance companies and governmental agencies who generally are not signatory to Labor Agreements recognized by the Building Trades Council;

E. No employee shall be required to work more than five (5) consecutive hours without a one-half (½) hour meal period, unless such meal period conflicts with the Building Inspector's duties as required by the applicable Building Code.

F. The Employer shall make the employee's paycheck available on a designated weekly or bi-weekly payday and in no event shall the Employer withhold more than five (5) working days. In the event an employee's paycheck is not made available prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his check or pay.

1. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such time as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week until the time such payment has been made.

2. An employee who quits shall be mailed his pay in full by Certified Mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

3. Employee may request that his paycheck be mailed on the designated payday.

ARTICLE XII

Travel, Mileage and Subsistence

A. The employee shall report directly to the jobsite as directed by the Employer. The Employer may, but is not required to furnish the employee with transportation to travel to and from work.

B. Whenever the employee uses his personal transportation to the jobsite, he may be required to transport Employer furnished hand equipment which he alone will utilize in his duties as a Building Inspector, such as, but not limited to, slump cone and rod, empty cylinder molds, hand carried test machines, etc. It is understood and agreed that no employee shall be required to use his

personal automobile to haul material, equipment and/or men other than Employer furnished hand equipment. Any such hauling shall be completely voluntary on the part of the employee.

C. When the Employer requests the employee to haul material, equipment and/or men other than that listed in Paragraph B, the Employer shall reimburse the employee for use of his personal vehicle as follows: thirty-five cents (35¢) per mile each way traveled by the most direct route on public roadways and travel pay at the regular hourly rate.

D. When an employee is assigned to a job located at a distance of more than fifty (50), but less than one hundred (100) miles from the Employer's laboratory or the employee's residence, whichever is closest, he shall be reimbursed for travel expense at the rate of thirty-five cents (35¢) per mile for each mile traveled to and from the jobsite beyond such fifty (50) mile distance, traveled by the most direct route on public roadways.

E. If an employee performs inspections at two (2) or more locations in any one (1) day, he shall be reimbursed at the rate of thirty-five cents (35¢), per mile for each mile traveled between each such location by the most direct route on public roadways, plus travel time.

F. Remote jobs are jobs located beyond the one hundred (100) mile distance referred to in Paragraph D and any offshore natural islands. On remote jobs where employees are required to remain away from their permanent place of residence overnight, the following conditions shall apply:

1. The employee shall be provided suitable room and board without cost on a seven (7) day per week basis or be paid a subsistence allowance of Sixty-Five Dollars (\$65.00) per working day or portion thereof. If this latter alternative is adopted, the Employer shall provide free transportation and travel time to and from the job on non-working days unless the Employer elects to pay the subsistence on a seven (7) day per week basis.

2. Employees shall be provided free transportation to and from the jobsite, or given common carrier fare, or paid thirty-five cents (35¢) per mile if their own car is used, measured as in Paragraph C above. The foregoing shall be in lieu of any payment under Paragraph D.

3. Employees shall be paid travel time to and from the jobsite, from the starting point as in Paragraph D above, at the employee's basic straight time hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period.

4. Transportation and travel time is to be paid at the beginning and ending of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job, provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

G. Except as otherwise provided, employees will not be paid for any time they travel to and from the jobsite.

H. It is understood that no subterfuge will be used to circumvent paying subsistence and mileage.